

SERVICE AGREEMENT Nr. 133-IE

Date: November 26, 2013

This will confirm the consultancy agreement (hereinafter referred to as Agreement) between Soros Foundation-Moldova (hereinafter referred to as Contractor) and Roger John Gladstone SMITH (hereinafter referred to as Consultant), whose address is: 11 Archibald Road, London N7 0AN, The United Kingdom of Great Britain and Northern Ireland; Passport number: 108896615, issued 05.04.2007.

1. Duties and Responsibilities

The Consultant shall consult the members of the Working Group created within the project on reviewing and developing the referral mechanism within the legal aid system and outside its range, according to the Terms of reference (Annex 1), in the frame of "Legal Empowerment of Rural Communities through a Network of Community-based Paralegals" Project. At the end of the consulting term, the Consultant will deliver: a set of recommendations on the referral mechanism drafted by the members of the Working Group; a policy brief regarding the further connection of primary legal aid service providers to the overall legal aid scheme, private specialists and public institutions.

2. Term

This agreement shall commence on 26/11/2013 and shall expire on 31/01/2014. (The period during which the Consultant renders services to Soros Foundation-Moldova shall be referred to in this agreement as the "Consulting Term")

3. Payment

In full consideration for all services rendered by the Consultant during consultation with Soros Foundation - Moldova, the Consultant will receive 500 USD/net per day, for a term not exceeding 5 days, a maximum total fee of 2,500 USD/net for the agreement period wired to the Consultant's bank account. The payment shall be effected after the Consultant has fulfilled his obligations resulting from the present agreement. The fee shall be payable in one installment upon submission of the invoice and of the report detailing the activities conducted during the Consulting Term.

4. Tax Withholding

You acknowledge that you are an independent consultant and have been hired by Soros Foundation-Moldova as such. Therefore no taxes that may be due in any country are withheld from your payment. You hereby acknowledge that any liability for taxes you may incur is your sole responsibility and not the responsibility of the Soros Foundation-Moldova, if applicable.

5. Business Expenses

During your consultation with the Soros Foundation-Moldova no business-related expenses shall be paid by the Soros Foundation-Moldova.

6. Confidentiality Agreement

During the consultancy term and thereafter, the Consultant agrees to maintain the confidentiality of "Confidential Information" obtained by the representative during the course of his relationship with the Soros Foundation-Moldova. You agree that you shall not, without the prior written consent of the Soros Foundation-Moldova, use or disclose any Confidential Information unless such information has been previously disclosed to the public by Soros Foundation-Moldova or the applicable trustee, director or officer. In the case of any breach of this provision, the Consultant agrees that, in addition to damages, Soros Foundation-Moldova, the Foundation concerned or the appropriate person shall be entitled to injunctive and/or equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this provision.

7. Company Property

The Consultant acknowledges that all originals and copies of materials, records and documents generated by his or others associated with the Soros Foundation-Moldova coming into his possession or control during the course of consultancy are the sole property of Soros Foundation-Moldova.

8. Amendments and Waivers

No provision of this Agreement may be amended, modified, waived or discharged except as agreed to in writing by the Consultant and the Soros Foundation-Moldova. The failure of either party to insist upon strict adherence to any term of this agreement on any occasion will not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire Agreement between the Consultant and the Soros Foundation-Moldova with respect to your consultation arrangement with the Soros Foundation-Moldova. The Consultant acknowledges that is not relying on any representations except as set forth herein.

10. Consultants Bank details:

Payments to the Consultant shall be made into the following bank account:

Bank Account Holder

Name	:	Roger John Gladstone SMITH
Street	:	11 Archibald Road
Postcode and City	:	London N7 0AN,
Country	:	The United Kingdom of Great Britain and Northern Ireland

Bank Details

Name of Bank	:	HSBC
Street	:	16 King Street
Postcode and City	:	London WC2E 8JF
IBAN number	:	GB68MDL40040900755214
SWIFT/BIC code	:	MIDLGB2106D
Account number	:	GB68MDL40040900755214

If the foregoing terms accurately reflect our mutual understanding, please acknowledge your acceptance by signing below where indicated. Please return the original signed contract and retain a copy for your file. We look forward to working with you.

Soros-Foundation Moldova

Victor Ursu
Executive Director



Victor Munteanu
Program Director



Fundatia
SOROS
Moldova
C.A. 1318
0000 13180

Consultant

